clearly drawn in the above cases, but there seems no reason for not applying it. See WHITE, MINES AND MINING, § 433. In the principal case it is not certain that the acts of adverse possession were continuous.

QUASI-CONTRACTS — RECOVERY FOR BENEFITS CONFERRED WITHOUT CONTRACT — RIGHT OF SUBCONTRACTOR WHEN ORIGINAL CONTRACTOR'S CLAIM IS UNENFORCEABLE. — A railroad company contracted to have its railroad built by a foreign construction company. The construction company had the work done by local subcontractors. The railroad company defeated the suit of the construction company on the contract on the ground that the construction company had not complied with a statute providing, under penalty of fine, that foreign corporations should not transact business in the state until certain papers had been filed with the secretary of state. One of the subcontractors thereafter sued the railroad company for the value of his work in constructing the railroad. *Held*, that the plaintiff cannot recover. *Alexander* v. *Alabama Western R. Co.*, 60 So. 295 (Ala.).

The acceptance from a subcontractor of improvements expressly contracted for by a landowner clearly affords no basis from which to imply in fact a promise on his part to pay the subcontractor. *Farquhar* v. *Brown*, 132 Mass. 340; *Cleaves* v. *Stockwell*, 33 Me. 341. And if the landowner must pay the contractor there is no unjust enrichment on which to found a quasi-contractual recovery. *Peers* v. *Board of Education*, 72 Ill. 508; *Fender* v. *Kelly*, 58 Ill. App. 283. Accordingly if the effect of the statute is merely to deny a suit on the contract by the foreign corporation in the state courts the plaintiff here could not recover since the construction company could still sue the railroad company in the federal courts. *Groton Bridge & Mfg. Co.* v. *American Bridge Co.*, 151 Fed. 871; *Dunlop* v. *Mercer*, 156 Fed. 545. Though there is language in the principal case which might indicate that the court takes this view of the statute, it is not certain that a departure is intended from the view previously taken that recovery in any court is made impossible. *Dudley* v. *Collier*, 87 Ala. 431, 6 So. 304; *Chattanooga National Building & Loan Association* v. *Denson*, 189 U. S. 408, 23 Sup. Ct. 630. And the court would probably deny the construction company a quasi-contractual recovery on the forbidden transaction. See *Farrior* v. *New England Mortgage Security Co.*, 88 Ala. 275, 279, 7 So. 200, 201; *Western Union Tel. Co.* v. *Young*, 138 Ala. 240, 243, 36 So. 374, 375. *Cf. Grand Lodge of Alabama* v. *Waddill*, 36 Ala. 313; *Delaware River Quarry & Construction Co.* v. *Bethlehem & Nazareth Passenger Ry. Co.*, 204 Pa. 22, 53 Atl. 533. But see *Dunlop* v. *Mercer*, 156 Fed. 545, 553, 554. But nevertheless there still seems no basis for quasi-contractual recovery by the subcontractor, for he did the work solely on the credit of the construction company. *Cf. Lauer* v. *Bandow*, 43 Wis. 556; *Tripp* v. *Hathaway*, 15 Pick. (Mass.) 47; *Quin* v. *Hill*, 4 Demarest (N. Y.) 69; *United States* v. *Pacific R.*, 120 U. S. 227, 7 Sup. Ct. 490. See KEENER ON QUASI-CONTRACTS, 350. If it be urged that the subcontractor relied ultimately on the railroad for his pay, still as he did not contract with the railroad company for his compensation but chose to sell his services to the construction company for the obligation of the construction company, he has no standing in court to demand a cumulative right.

SALES — IMPLIED WARRANTIES — WHOLESOMENESS OF FOOD SERVED ON DINING CAR. — The plaintiff sued for poisoning due to his eating canned asparagus in the dining car of the defendant company. The goods were of a well-known brand, had been purchased by the company of a reputable dealer, and the company could not by the exercise of the utmost care have discovered the defect. *Held*, that the plaintiff cannot recover. *Bigelow* v. *Maine Central R. Co.*, 85 Atl. 396 (Me.).